

1 Q. Do you recall if they were doing the
2 competitive pay-to-click when you -- by the time you
3 left Exclusive?

4 A. I'm unsure. There's broad match. And in
5 broad match, we would be broad matched to a term like
6 "Jim Adler" because Google is a -- sees "car accident
7 lawyers" as a synonym for a personal injury lawyer's
8 name.

9 Q. Okay.

10 A. So when we did broad match, it would probably
11 have broad matched to different attorneys' names.

12 Q. Okay. Did -- to your knowledge, did broad
13 match exist in '15 and '16?

14 A. Yes.

15 Q. Okay. And to your knowledge, was ELM ever --
16 Exclusive Legal ever purchasing the actual competitor's
17 name by the time you left?

18 A. I'm unsure.

19 Q. Okay. Do you recall approximately when you
20 left Exclusive?

21 A. I believe it was in '16.

22 Q. Okay.

23 A. I believe it was in '16.

24 Q. Okay. What led to you leaving Exclusive?

25 A. Coety was just an -- he was an alcoholic; and

1 the agreement was that if -- if it didn't stop, because
2 it kind of consumed everyone's lives, then I would just
3 not work there anymore.

4 Q. And so it didn't stop, and you left?

5 A. Yes, sir.

6 Q. When you left ELM, did you immediately go to
7 another company or did you take time off?

8 A. I took a -- I don't know, probably 30 days, 30
9 days off. I'm not sure how long it was.

10 Q. After taking those 30 or so days off, what did
11 you do next?

12 A. I worked for a former client of Exclusive
13 Legal.

14 Q. What client was that?

15 A. That was West Seegmiller.

16 Q. How do you spell that?

17 A. S-e-e-g-m-i-l-l-e-r.

18 Q. What did you do for that company?

19 A. I helped him develop his marketing in
20 California.

21 Q. You were still in Oklahoma at the time;
22 correct?

23 A. Yes, sir.

24 Q. And you knew that company because they were a
25 client at Exclusive; correct?

1 A. Correct.

2 Q. Did you reach out to them, or did they reach
3 out to you?

4 A. They reached out to me.

5 Q. Do you recall what your position was?

6 A. He -- he put me -- he brought me in initially
7 as a consultant to tell -- to help with their marketing
8 and then with their paralegals. And then he wanted to
9 move me into a COO role, but my time was just -- it was
10 really hard there because I would spend a week there
11 and a week in Oklahoma.

12 Q. Oh, wow. So you were traveling to California?

13 A. I was.

14 Q. Okay.

15 A. And I had a 1-year-old or almost 1-year-old,
16 so --

17 Q. That's tough.

18 A. -- it was very difficult.

19 Q. Yeah. So about how long -- well, sorry.

20 Stepping back, you mentioned that you were
21 helping to develop marketing. What do you mean by
22 "marketing"?

23 A. Marketing for his law firm, whether it be
24 social media or pay-per-click or SEO or blogging.

25 Q. So were you in charge of the firm's Google

1 AdWords account?

2 A. No. Someone else did the -- I wasn't in
3 charge of. I was a -- I guess, a custodian of it.

4 Q. Okay. So you get -- would you get e-mails
5 from Google?

6 A. Yes.

7 Q. Okay. And what time period were you at that
8 firm?

9 A. 2016. I think it was just in 2016.

10 Q. Do you recall about how many months?

11 A. Probably nine.

12 Q. Okay. And you would go one week to California
13 and one week back to Oklahoma?

14 A. Uh-huh.

15 Q. For the pay- -- pay-to-click side of it, was
16 that -- you -- you mentioned that you had dabbled in it
17 at Exclusive. Was this the first time that you had
18 actually been hands-on engaged in pay-to-click
19 advertising?

20 A. More engaged in it; but I was working with
21 another person who did it, Kevin Quinlan.

22 Q. Did you engage on behalf of the law firm in
23 competitive pay-to-click?

24 A. Yes.

25 Q. And were those law firms' or lawyers' names

1 you were purchasing just California law firms?

2 A. Yes.

3 Q. In that time, do you recall if those were
4 website-linked-type ads; or were they optional click or
5 call ads?

6 A. I don't remember the mix, but I know that it
7 was a mix of call extensions and desktop.

8 Q. And did the firm then use their call center to
9 receive those calls?

10 A. Yes, sir.

11 Q. Were you involved in the intake process at
12 all?

13 A. Yes, sir.

14 Q. What was your involvement there?

15 A. I helped in hiring intake people.

16 Q. Did you train them?

17 A. Yes.

18 Q. Did you ever answer phones at all?

19 A. I'm sure I did. I don't remember if it was a
20 normal occasion or -- I think it was if someone was
21 missing or gone for the day.

22 Q. Okay. During your time -- remind me how to
23 pronounce the firm's name?

24 A. West Seegmiller.

25 Q. Seegmiller. Okay.

1 During your time at Seegmiller, were you
2 ever made aware of personal injury victims calling in
3 to the intake center thinking they were calling a
4 different attorney?

5 A. I guess can you ask your question a different
6 way?

7 Q. To your knowledge, during your time at
8 Seegmiller, did any car accident victim or any personal
9 injury victim call in to the intake center asking or
10 mentioning another attorney's name?

11 A. Yes.

12 Q. And do you recall about how often that
13 happened?

14 A. No, sir.

15 Q. Was that a concern of -- that you had?

16 A. My concern was over the firm as a whole, so I
17 didn't really do a ton in the intake side. But it was
18 always in improving the process. I mean, that was
19 always the concern.

20 Q. In your conversations with that firm, were
21 they ever concerned that there were folks calling and
22 asking for different attorneys?

23 A. I'm not sure. I don't remember every
24 conversation I had with them.

25 Q. Do you have any knowledge of whether those

1 Q. Okay. When you left Exclusive, was McNeil
2 Consultants engaged in any sort of business activity?

3 A. I am unsure on that. My ex-husband may have
4 been doing some side projects.

5 Q. Okay. So -- and that's Daniel McNeil;
6 correct?

7 A. Yes, sir.

8 Q. Was he a co-owner of McNeil Consultants with
9 you?

10 A. No, sir.

11 Q. So you were the sole owner of McNeil
12 Consultants?

13 A. Yes, sir.

14 Q. Just as you are the sole owner of Quintessa;
15 correct?

16 A. Yes, sir.

17 Q. But explain for me, what did Mr. McNeil do as
18 a subcontractor of McNeil Consultants?

19 A. He had experience with postproduction and with
20 developing TV commercials and with -- I believe it's
21 Final Cut Pro, so editing commercials; and so once we
22 decided to leave Exclusive, he was wanting to do
23 editing for other companies.

24 Q. Gotcha. And so he would get paid through
25 McNeil Consultants; correct?

1 Q. Anything else?

2 A. I do not believe so. Intake training was
3 available, but I started shying away from that.

4 Q. So at that point in '16, you were offering
5 pay-to-click to these personal injury law firms. Did
6 you have your own call center at that time?

7 A. Yes, I did.

8 Q. And how many folks were in the call center at
9 that time?

10 A. It would range -- with call centers, they --
11 they are not the best individuals sometimes; so we
12 would range from 3 to 10.

13 Q. Where was -- at that point, 2016, where was
14 Quintessa based out of?

15 A. Midwest City.

16 Q. And is that where the call center was?

17 A. Yes, sir.

18 Q. Did you answer calls?

19 A. On rare occasions. If someone called in, then
20 yes.

21 Q. And at that point in 2016, was yourself and
22 Quintessa engaged in competitive keyword bidding?

23 A. Yes, sir.

24 Q. When your advertisements showed up on behalf
25 of your clients in 2016, what -- how did they typically

1 appear? What was the language in the Google
2 advertisements?

3 A. It was something very generic. So "Injured in
4 accident, call today for help." That was one of
5 them -- one of our advertisements.

6 Q. Okay. And were they desktop, to your
7 knowledge?

8 A. They were a blend of desktop and call --

9 Q. Okay.

10 A. -- extensions.

11 Q. And today is it primarily mobile?

12 A. No. We have both.

13 Q. Is one larger than the other, mobile versus
14 desktop?

15 A. I don't have the numbers in front of me, so I
16 couldn't...

17 Q. Okay. And you said that you used generic
18 terms in the advertisements. What was the reason for
19 using those types of terms?

20 A. It wasn't flashy like some of the personal
21 injury lawyers, the larger ones we worked with; and I
22 didn't feel like you needed that to be able to get
23 someone to call in for help.

24 Q. Did you test other types of advertisements to
25 see how they'd perform?

1 A. Yes, sir.

2 Q. Did you use any ones that used more
3 distinctive language like Quintessa or McNeil
4 Consultants?

5 A. No, sir.

6 Q. Why not?

7 A. Every incorporation has D/B/As for different
8 reasons; and just because Quintessa or McNeil
9 Consultants was a parent company, the D/B/As would be
10 used for the certain type of ad that we were going
11 after to be relevant.

12 Q. And at that point, do you recall if you were
13 using Accident Injury Legal Center?

14 A. Yes, sir, I believe so.

15 Q. Okay. Was that the main domain that you used
16 at the time for -- for personal injury accidents?

17 A. Yes, sir, I believe so.

18 Q. Do you recall when you started the business
19 around 2016 if you owned any domains other than
20 accidentinjurylegalcenter.com?

21 A. We owned hundreds.

22 Q. Okay. So -- and you still own hundreds of
23 domain names?

24 A. Yes, sir.

25 Q. And what's the purpose of owning hundreds of

1 domain names?

2 A. If they look like a pretty domain with a
3 really nice title, then we don't want someone else
4 having that one.

5 Q. What do you mean by "pretty domain with a
6 really nice title"?

7 A. So "Accident Injury Legal Center," we would
8 probably have bought a pleural of that.

9 Q. Okay. What other types of domains, just
10 examples, do you own?

11 A. Caraccidenthelp.com.

12 Q. And do you use those different domains in your
13 Google advertisements?

14 A. Not always.

15 Q. How do you decide when to use those domain
16 names?

17 A. I don't believe we have a rhyme or reason.

18 Q. And at that point, when you were starting to
19 engage on behalf of [REDACTED] and other personal injury
20 law firms in competitive keyword advertising, did your
21 call center ever get any folks calling in looking for
22 an attorney different than the one that you were
23 engaged in -- with?

24 A. Can you rephrase that?

25 Q. Yeah. In 2016 when you were working with

1 [REDACTED] and other personal injury law firms, did your
2 call center ever get calls from victims calling in for
3 a law firm that you were not engaged with?

4 A. Yes, sir.

5 Q. Do you know why that was?

6 A. I guess I'm -- why we received phone calls?

7 Q. Why you received those types of phone calls,
8 yeah.

9 A. I can't speak to Google's algorithm, but it
10 found our keywords relevant for different law firms.

11 Q. What do you mean by that?

12 A. Broad match.

13 Q. Okay. But you were purchasing competitors'
14 keywords; right?

15 A. Yes, sir.

16 Q. And so it is conceivable that folks were
17 clicking on your advertisement thinking that they were
18 looking for that competitor; correct?

19 A. Google in different match types with broad.
20 So for instance, you could put "[REDACTED]"
21 in broad, and you would get other terms like "car
22 accident lawyer," people looking for that. Google
23 views law firms sometimes synonymous with those terms,
24 if that makes sense.

25 Q. Fair. I'm saying you were purchasing directly

1 some competitors' keywords; right?

2 A. Yes.

3 Q. Okay.

4 A. But even in broad match, it wasn't just
5 pulling law firm -- that law firm. It was pulling in
6 synonyms.

7 Q. Yeah. So you were, though, purchasing
8 competitors' keywords and had, at that point in 2016,
9 folks calling in looking for other law firms that you
10 weren't engaged with; right?

11 A. Yes, sir.

12 Q. At that point, did you do anything to try to
13 look into why that was happening?

14 A. Well, it was happening because of Google
15 advertising.

16 Q. But you were purchasing the keywords; right?

17 A. Yes, sir.

18 Q. And you didn't look into try to fix -- to see
19 if there was anything you could do to fix what was
20 happening?

21 MR. SCHWEGMANN: Objection to form.

22 But you can answer.

23 A. I guess I'm just not understanding.

24 Q. (BY MR. MATTHYSSE) Fair. Did that concern
25 you that folks were calling in looking for other law

1 A. So exact match?

2 Q. Yes.

3 MR. SCHWEGMANN: And what's the question
4 again?

5 MR. MATTHYSSE: Fair.

6 Q. (BY MR. MATTHYSSE) You were engaging in
7 2016 -- we're just in that time period right now. You
8 were engaging in for some client -- personal injury law
9 firm clients, exact match competitive keyword bidding;
10 right?

11 A. I believe so, yes, sir.

12 Q. And you said that folks -- personal injury
13 victims were calling into your call center looking for
14 nonclient law firms; right?

15 A. Yes, sir.

16 Q. And because you believe that Google allows for
17 that, that did not concern you. Is that what you are
18 saying?

19 A. I'm not saying it didn't concern me. I would
20 address the concern; and let them know that we could
21 get them some help, if that makes sense.

22 Q. How did you train your call center to deal
23 with those types of calls at that point in 2016?

24 A. I don't remember the exact training. It was
25 never to misrepresent themselves.

1 personal injury field in 2016. Do you recall that?

2 A. Yes, sir.

3 Q. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

7 Q. Was there ever a lawsuit filed in regards to
8 your work on behalf of [REDACTED]?

9 A. Yes, sir.

10 Q. And who was that filed by?

11 A. I don't know if I'm going to say his name
12 correct, but the Gorayeb & Associates.

13 Q. Okay. So Gorayeb, do you -- do you recall
14 approximately when that lawsuit was filed?

15 A. I do not.

16 Q. Do you recall what Gorayeb alleged in the
17 lawsuit?

18 A. Yes. It was for keyword insertion in the ad
19 copy.

20 Q. Okay. So both the competitive keyword bidding
21 and then also the ad copy itself?

22 A. I am unsure as to the keyword bidding. I just
23 know it was because his name was appearing in the ad
24 copy.

25 Q. So McNeil Consultants had put Gorayeb's firm's

1 name in the ad copy itself?

2 A. Mistakenly, yes.

3 Q. Okay. How did that happen?

4 A. It was a vendor who was trying to raise
5 quality score on the ad copy, and there was a Google
6 suggestion to -- I don't remember the exact
7 terminology, but of keyword insertion in the ad copy.

8 Q. Had that happened before?

9 A. No, sir.

10 Q. Has it happened since?

11 A. No, sir.

12 Q. Did you deny Gorayeb's claims?

13 A. I did, yes.

14 Q. Did you settle with that -- with Gorayeb law
15 firm?

16 A. Yes, sir.

17 Q. What were the terms of that settlement?

18 [REDACTED]

19 Q. I'm handing you what will be marked as
20 Exhibit 1.

21 (Exhibit No. 1 was marked.)

22 (Discussion off the record.)

23 Q. (BY MR. MATTHYSSE) I'll give you a minute to
24 take a look at this, Ms. Mingee; but let me know if you
25 recognize this document.

1 shouldn't have been done.

2 Q. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6 Q. Have -- since -- so we've talked about the
7 Exclusive Legal lawsuit filed against McNeil
8 Consultants and yourself, this Gorayeb lawsuit filed
9 against your company and yourself, and the Azar
10 lawsuit. Since -- since those three, have there been
11 any other lawsuits filed against you or your company
12 alleging trademark infringement?

13 A. I am unsure. We have other lawsuits right
14 now, but I don't know every allegation in there.

15 Q. Okay. Do you recall being sued by Ben Abbott?

16 A. Yes, sir.

17 Q. What were the -- what was that lawsuit about?

18 A. I'm not sure what he alleged. I don't have an
19 exact copy of the lawsuit.

20 Q. But you don't recall what the claims were in
21 that lawsuit?

22 A. I don't know every claim. I know that there
23 was something about keywords, about us bidding on him
24 or broad matching to him.

25 Q. So as part of -- to your -- to the best of

1 your recollection, was part of the complaint in the
2 Abbott lawsuit your purchase of his name as a keyword?

3 A. I believe so, yes.

4 Q. Do you recall if you denied those claims?

5 A. I'm unsure. I never spoke with Ben Abbott.

6 Q. Did you settle that case?

7 A. I did.

8 Q. What were the terms of that settlement?

9 A. I'm -- I don't have all the terms. I'd have
10 to refer to counsel on that.

11 Q. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

16 Q. Do you recall a lawsuit filed, and I believe
17 still ongoing, by ERB against your company?

18 A. Yes, sir.

19 Q. Do you know what that lawsuit is about?

20 A. Yes. We sued him first in Oklahoma; and he
21 sued us, as well; and it was moved to Missouri.

22 Q. And what are ERB's claims in that lawsuit?

23 A. Every claim has been dismissed except for one,
24 and that is on an unlimited time of disengaging leads.

25 Q. And what did -- to the best of your

1 A. Yes, sir.

2 Q. Why did you form --

3 MR. SCHWEGMANN: I'm going to object to
4 form.

5 But you -- you can answer.

6 THE WITNESS: Sorry.

7 Q. (BY MR. MATTHYSSE) Why did you form
8 Quintessa, LLC?

9 A. McNeil Consultants initially did consulting
10 for attorneys, so for West Seegmiller. We stopped
11 doing any type of consulting for attorneys and helping
12 them on their intake side. I used to travel a lot; and
13 once COVID happened, and even before then, I was able
14 to just speak with someone on the phone about the
15 process instead of having to fly out there.

16 Q. Got it. So you said you stopped doing
17 consulting and stopped doing all that travel. About
18 when did you stop doing consulting work?

19 A. Probably '16 or '17.

20 Q. Okay. And so at that point in around 2017,
21 late 2017, you had settled with Azar; right?

22 A. Yes, sir.

23 Q. And you had stopped working with Exclusive;
24 correct?

25 A. Yes, sir.

1 marketing.

2 Q. What type of marketing does Wallace handle?

3 A. Pay-per-click and setting up new affiliate
4 relationships, as well.

5 Q. So stepping back in that '17, '18 time period
6 as -- as you were becoming just a company that engaged
7 with these client personal injury law firms, at that
8 time was all you were doing sending them leads based on
9 pay-to-click?

10 A. I was sending them leads not solely based on
11 pay-per-click. Other forms of marketing, as well.

12 Q. Okay. Where else were the leads coming from?

13

23 Q. Okay. And then, for instance, that would be
24 at Accident Injury Legal Center's website?

25 A. No, sir. That would have been using my

1 A. My executive assistant and Mike Walker.

2 Q. Who is your executive assistant?

3 A. Rachel Roe, R-o-e.

4 Q. Do you know approximately how many employees
5 you currently have?

6 A. I believe 42, but I do not have the exact
7 number.

8 Q. Okay. How many of those are in the intake
9 call center?

10 A. I believe 35.

11 Q. I recall seeing in mid 2021 that y'all posted
12 that you had 20 positions to fill. Do you recall that?

13 A. Yes, sir.

14 Q. And were most of those for the intake center?

15 A. Yes, sir.

16 Q. You also mentioned in the notice that the
17 intake specialist position can get monthly performance
18 bonuses. Do you recall that?

19 A. I didn't write it.

20 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

1 who is just e-mailed over. And if you send a client
2 over without a retainer, you are leaving it in someone
3 else's hands to maybe -- if they had a bad day or they
4 communicate poorly, whatever may have you.

5 Q. Okay. So is there -- have you looked
6 internally to judge whether leads with a retainer are
7 more likely to be retained and engaged than leads
8 without retainers?

9 A. It's never -- sorry. It's never been our
10 practice to send over leads without a retainer.

11 THE WITNESS: Thank you.

12 Q. (BY MR. MATTHYSSE) Okay. So in almost all
13 instances, are the leads sent with a retainer?

14 A. That is the goal.

15 Q. Okay. Do you know about what percentage it
16 is?

17 A. No, sir.

18 Q. Okay. But would you agree that it's the
19 majority?

20 A. I guess on your definition of "majority."

21 Q. More than 50 percent?

22 A. Yes, sir.

23 Q. Okay. In the 2017, '18 time period, as you
24 were still McNeil Consultants and expanding the
25 business, to your knowledge at that point, to your own

1 call center, were folks calling in looking for
2 attorneys that were not clients of yours?

3 A. Yes, sir.

4 Q. Okay. And in that time period, 2017, '18 time
5 period prior to becoming Quintessa, did that concern
6 you?

7 A. In personal injury, a vast majority of people
8 do competitive advertising. It would concern me if
9 there was -- if anyone felt misled, but the -- that
10 advertising practice was a very and is a very accepted
11 practice in motor vehicle accidents with different
12 lawyers.

13 Q. So it did not concern you?

14 MR. SCHWEGMANN: Objection to form.

15 But you can answer.

16 A. It concerned me if someone felt misled.

17 Q. (BY MR. MATTHYSSE) What did you do to look
18 into whether they felt misled?

19 A. If it was brought up in an e-mail or a phone
20 call, then research was done.

21 Q. What type of research?

22 A. We would pull the phone call and listen to it
23 to see if an intake rep said anything, and then -- and
24 then they would also call the client to see what
25 happened or why they felt that way.

[REDACTED]

9 Q. Okay. If you can go to the next page,
10 Ms. Mingee, page Quintessa 6. See at the top there,
11 [REDACTED] "?

12 A. Yes, sir.

13 Q. And it has a screenshot here of what's called
14 [REDACTED]. " Do you see that?

15 A. Yes, sir.

16 Q. Can you just tell for me generally what is the
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

25 A couple questions I have is: What is the

1 "override attorney" fee?

2 A. So let's say that we signed up a child.

3 Q. Okay.

4 A. And the parent is injured but the child,
5 because they have a really strong -- what's the
6 word? -- like threshold, they're like, "No I'm fine."

7 Well, we're not going to charge for
8 someone who is not injured. So we would override that
9 intake fee for one person but still charge for the
10 plaintiff --

11 Q. Okay.

12 A. -- the mother or the father.

13 Q. And is that up to the intake specialist? Who
14 decides that?

15 A. No. That is after the lead's been sent.

16 Q. Okay.

17 A. And then it's just for an admin feature.

18 Q. Gotcha. And the intake user there is the
19 intake specialist that's on the call?

20 A. Yes, sir.

21 Q. And there's a drop-down category for
22 "campaign." What is "campaign"?

23 A. It's -- we have hundreds of campaigns that
24 come in, so e-mail leads or Google or whatever may have
25 you; and so they do a drop-down of that campaign to

1 Q. Will they recommend?

2 A. Yes, sir.

3 Q. For -- for -- not for broad match, but for
4 actual purchasing of keywords?

5 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

19 Q. Okay. Does Google tell you why -- why that --
20 or the value of that term?

21 A. No, sir.

22 Q. Does it show you information about how much
23 people are searching for that term?

24 A. In Google, there is a tool that you can use
25 that you can look up any term and it would tell you how

1 one client -- one law firm would not be able to help
2 but another law firm may. If they need immediate
3 treatment and need to go into an emergency room and we
4 know that a law firm has LOPs or letter of protections
5 with emergency rooms, well, that's going to go to that
6 person.

7 Q. Okay.

8 A. So whatever the potential client is calling in
9 for. It's not a "By the way, the sky is blue; I'm
10 sending you here." It really is, "You need ABC. Let
11 me get you help for that."

12 Q. And the folks that you are talking about who
13 stand up in the call center and go to the intake
14 specialist, that hold their hand up, do they have
15 that -- all that knowledge in their head; or is there
16 something they are consulting?

17 A. No. Most of them have been there for a while;
18 and because I initially ran it, they know how I think;
19 and so they have more insight.

20 Q. Okay. So you -- did you train them?

21 A. No, not all of them.

22 Q. Okay.

23 A. But some of our employees have been with us
24 for a while.

25 Q. Got it. And was it your job at one point to

1 accurate to say that Quin- -- sorry -- that McNeil
2 Consultants began bidding on the Adler marks in June
3 '16?

4 A. I do not have the spreadsheet in front of me;
5 but if I signed this, then, yes, that is true.

6 Q. Okay. And do you recall, sitting here today,
7 what led you to purchase the Adler marks as keywords in
8 June 2016?

9 A. Exclusive Legal, one of -- we were still doing
10 the AdWords or helping with the management; and
11 Exclusive was bidding on Adler.

12 Q. Got you. So you just continued doing so on
13 their behalf?

14 A. I believe at that time it was on their behalf
15 and not for any of my own clients.

16 Q. Okay. Do you recall when you first got your
17 own Texas client law firm?

18 A. No, I don't remember. It was -- it was for a
19 while after that.

20 Q. Okay.

21 A. I don't remember the exact year.

22 Q. But you weren't in -- to the best of your
23 knowledge, you weren't in the Texas marketplace for
24 personal injury law firms in -- in that beginning phase
25 of your -- of McNeil Consultants in 2016; is that

1 right?

2 A. Yes, sir.

3 Q. Sorry. Okay.

4 And then I believe you had testified that
5 you had no -- began at some point in 2017 moving away
6 from working with Exclusive and you were no longer
7 working with the California firm and you were doing
8 your own pay-per-click advertising; is that right?

9 A. Yes, sir.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

15 Q. And is it true there -- and so I assume that
16 until May of '19, that's because McNeil Consultants
17 stopped and Quintessa took over; is that right?

18 A. I'm --

19 Q. Because it has a dividing line here in the
20 answer that McNeil Consultants bid until May of '19,
21 and Quintessa started that same month. So my question
22 is just: Is that because McNeil Consultants stopped
23 existing and Quintessa took over?

24 A. Quintessa didn't take over; but Quintessa was
25 a brand-new corporation; but, yes, Quintessa started

1 its own campaign.

2 Q. Got it. And at that point, did you reconsider
3 whether or not to use the Adler marks as keywords?

4 A. I don't think it was a question that was
5 brought up. We just looked at all of our advertising
6 and campaigns and continued to create new ones.

7 Q. Okay. And that remains ongoing to today?

8 A. What does?

9 Q. The Quintessa's bidding on the Adler marks as
10 keywords?

11 A. Yes.

12 Q. Do you bid on the Adler marks as keywords on
13 any platforms other than Google AdWords -- or Ads?

14 A. To my knowledge, no.

15 Q. To your knowledge, have you ever used "Adler,"
16 "hammer," or any of the other Adler trademarks in the
17 copy of your advertisements?

18 A. To my knowledge, no.

19 Q. To your knowledge, have you ever used the
20 Adler trademarks such as "Adler" or "hammer" in any
21 e-mail campaigns or social media advertisements?

22 A. No. And I don't believe you're able to --

23 Q. Okay.

24 A. -- to my knowledge.

25 Q. I'm going to show you, Ms. Mingee, what will

1 A. I do not know if this was in that time
2 frame --

3 Q. Okay.

4 A. -- when he stopped.

5 Q. To your knowledge, did -- did you or anyone
6 else at Quintessa discuss separating out Adler to test
7 it after the Adler lawsuit was filed against McNeil
8 Consultants and Quintessa?

9 A. I'm unsure.

10 Q. Okay. To your knowledge, Ms. Mingee, who is
11 in charge of coming up with the ad company -- copy,
12 excuse me -- that will go in the Google Ads for
13 Quintessa?

14 A. I initially came up with ad copy but now we're
15 pretty generic on what's being used and it is normally
16 just copied across.

17 Q. And is that both for mobile and for desktop?

18 A. Yes, sir.

19 Q. Okay.

20 A. It is normally what -- Wallace does that.

21 Q. And is -- I might have asked you this before;
22 and if so, I apologize. But do you know the general
23 breakdown of how much the company spends on desktop
24 versus mobile?

25 A. No, I do not.

1 A. On a mobile ad with just -- you can put like
2 500 characters, so you could mention "car accident
3 lawyer" 20 times and have a fantastic quality score.

4 Q. Got it. And have y'all done -- has the
5 company done any studies or investigations into the
6 amount or quality of leads that you get from those
7 click-to-call ads versus from a normal link-only ad?

8 A. They are on two different planes of field. I
9 mean, just because normally on the site link, which is
10 what you are referencing --

11 Q. Uh-huh.

12 A. -- the form fills, they are going into our
13 call center and then they are being called. So they
14 have a lower -- those have a lower conversion rate.
15 Whereas if someone is calling in the intent, it is
16 easier to speak with them and get an answer, you know,
17 to them on whatever they are needing.

18 Q. Okay. I am going to hand you what will be
19 marked as Exhibit 10.

20 (Exhibit No. 10 was marked.)

21 THE WITNESS: Thank you.

22 Q. (BY MR. MATTHYSSE) As you can see here,
23 Ms. Mingee, this is -- appears -- well, this is a
24 document produced by Quintessa and appears to be an
25 e-mail from Google Ads policy manager to Wallace. Do

1 the entire ad copy; so it could be a copy and paste
2 error or -- but it is not an entire ad.

3 Q. Okay. Have you seen language like that in
4 other ads that Quintessa has run?

5 A. Yes, sir.

6 Q. Okay. And remind me who comes up with that
7 language around this time, I guess, in February
8 of 2021. Who would have been coming up with that
9 language of the company?

10 A. It was either a copy and paste from another ad
11 or Wallace had done some or I had done some.

12 Q. Okay. I'm handing you, Ms. Mingee, what will
13 be marked as Exhibit 13.

14 (Exhibit No. 13 was marked.)

15 THE WITNESS: Thank you.

16 Q. (BY MR. MATTHYSSE) As you can see, this is an
17 e-mail chain that's from Wallace produced by Quintessa
18 and marked AEO. And one -- the November 18th,
19 10:49 a.m. e-mail at the bottom, it says, "Here's the
20 California exclusion list."

21 Do you see that?

22 A. Yes.

23 Q. And then at the top, to Alex Bryan, cc'ing
24 Ishmael Riley and Mike Walker. It says, "Here's the
25 Texas attorney exclusion list."

1 A. He was referencing the ad group of Jim Adler.

2 So Texas call-only is an entire campaign of Texas.

3 Q. Got it.

4 A. And he was referencing that. In this, he was
5 speaking about getting spammed.

6 Q. Okay. Is that what you were referencing
7 before is potentially being caused by Slocumb or
8 someone else?

9 MR. SCHWEGMANN: Objection to form.

10 A. In Google there is a side where it shows
11 invalid clicks.

12 Q. (BY MR. MATTHYSSE) Okay.

13 A. So whether it be someone at your client's
14 office or whether it be another competitor, they can go
15 in and quadruple click just to try and run out
16 someone's budget.

17 Q. Okay.

18 A. And then -- at Quintessa, we just call them
19 "spam clicks."

20 Q. Gotcha. And Wallace uses the phrase
21 (Reading:) ABS Top started -- or ABS Top started
22 dropping. Do you know what "ABS Top" means?

23 A. Absolute top.

24 Q. What does that mean, "Absolute Top"?

25 A. Your top of the page, where you rank.

1 of 2017, there was zero clicks; and then 31 in July but
2 still in the single digits into '18. [REDACTED]

6 A. Yes, sir.

7 Q. And then at some point in late '19 -- sorry --
8 late '18, early 2019, your clicks and costs jump up.
9 Do you see that?

10 A. Yes, sir.

11 Q. Do you know why that is?

12 A. If we increased our budget, because we were
13 now doing more marketing in Texas.

14 Q. Got it. Okay.

15 So were you -- obviously in June of '17 or
16 mid '17, you were to some small extent purchasing the
17 Adler marks as keywords; correct?

18 A. Yes, sir.

19 Q. But is it fair to say you were not heavily
20 engaged in marketing in Texas at that point?

21 A. I would say I was not; but also the clicks,
22 the cost-per-click was -- used to be a lot less.

23 Q. Okay. So the amount has gone up?

24 A. Yes, sir.

25 Q. Is it -- do you know why that is?

1 accidentinjurylegalcenter.com; correct?

2 A. Yes, sir.

3 Q. And is there a call center associated with
4 that site?

5 A. I mean, there is a call center associated with
6 Quintessa.

7 Q. Okay. And then the number displayed on that
8 site?

9 A. Yes, sir.

10 Q. Okay. And do you direct and control
11 Quintessa's activities and use of the Adler marks?

12 A. Not solely, no.

13 Q. Okay. Who else directs and controls that?

14 A. I guess I'd need to understand what "direct
15 and control" means.

16 Q. Do you have -- let's go to the next sentence.
17 Do you have the authority to bind Quintessa in
18 transactions?

19 A. In -- in what type of --

20 Q. Any business transactions, contracts,
21 et cetera.

22 A. I do, yes.

23 Q. And do you have final say over Quintessa's
24 business strategy and Google Ad strategy?

25 A. Not always, no.

1 A. Wallace is a manager, and I would -- Mike is
2 an officer.

3 Q. Okay. Got it.

4 A. But I also think it's a definition of what an
5 officer is. He can't sign anything, checks, or
6 anything like that.

7 Q. So you are the only one that can sign checks?

8 A. Correct.

9 Q. And you're the only owner?

10 A. Yes, sir.

11 Q. Okay. And the bottom of page 2, it states
12 that "Quintessa Marketing, LLC" -- which, again, I
13 thought -- is that an LLC?

14 A. It is just Quintessa, LLC.

15 Q. Okay. -- "provides leads to personal injury
16 attorneys by way of retainer services."

17 Do you see that, the last paragraph of
18 page 2?

19 A. Yes.

20 Q. (Reading:) Attorneys pay Quintessa via
21 monthly budget; and -- and you, Ms. Mingee, are paid
22 via salary and ownership draws.

23 Do you see that?

24 A. Yes, sir.

25 Q. And do you recall us discussing that earlier?

1 Q. (BY MR. MATTHYSSE) What did you do to change
2 up your processes and advertisements between this and
3 the Fifth Circuit decision?

4 A. Our process and procedure was to pull every
5 call and to see what happened and to diagnose it and
6 then address it and move on from there.

7 Q. But you didn't change how your ads looked for
8 the Texas click-to-call campaign?

9 A. I can't speak to what our ad copy would have
10 changed every time it changed.

11 Q. And you kept bidding on Jim's name?

12 A. Yes, sir.

13 Q. I'm handing you, Ms. Mingee, what will be
14 marked as Exhibit 24.

15 (Exhibit No. 24 was marked.)

16 THE WITNESS: Thank you.

17 Q. (BY MR. MATTHYSSE) Another e-mail chain with
18 [REDACTED] Did you see that?

19 A. Yes.

20 Q. And Lauren at Quintessa Marketing, that's you;
21 right?

22 A. Yes.

23 Q. If I can take you to Quintessa 1103. See the
24 bottom, from again, the accidentintakeforms@gmail, the
25 "Case status has been changed to 'attorney retained.'

1 A. Of the leads that we sent, that was their keep
2 rate after disengagements. So meaning after the seven
3 days, they would still end up keeping.

4 Q. Got it.

5 A. Because they would still be fallout for -- if
6 a police report came out 21 days later or whatever, we
7 have you.

8 Q. Got you. And then you say, "With the
9 competitive nature, we sell them while they are on the
10 phone and stop them from shopping."

11 A. Yes.

12 Q. What do you mean by "the competitive nature"?

13 A. Of personal injury.

14 Q. Okay. Of the personal injury field or --

15 A. So with car accident -- when people have been
16 injured in an accident, they are not only shopping
17 contingency fee rates, they are shopping if they can
18 get a rental car, if they can get a loan. So when we
19 get a lead, our goal is to get them signed and so that
20 they stop shopping or call another law firm and send
21 them to the one that we work with.

22 Q. Okay. And so what -- what's the importance of
23 selling them on the phone just to stop them from
24 shopping?

25 A. If you -- if they are on the phone -- I mean,

1 A. Yes.

2 Q. My question is: These protocols that you are
3 doing, do you believe that they led in late '20 and '21
4 to a decrease in the amount of folks calling and
5 looking for Adler?

6 A. When you showed the report earlier, our spend
7 went up in '20 and '21. So I don't know if it is a
8 decrease in that because we had an increase in calls.
9 So it may have been a lower percentage, but I don't
10 know that number.

11 Q. Do you -- sitting here today, though, are you
12 aware or have you done any investigation into whether
13 your protocols have resulted in less confusion?

14 A. We're not seeing as many e-mails, no.

15 Q. What do you mean by "not seeing as many
16 e-mails"?

17 A. Of -- of people being confused.

18 Q. Do you mean from the current law firms, the
19 client law firms?

20 A. In just general.

21 Q. Okay. Are you still seeing folks into this
22 year calling, looking for Adler?

23 A. I can't speak to -- I mean, in our export it
24 showed in January that there were some, yes.

25 Q. Okay. And so back to -- sorry -- to

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ERRATA SHEET

Case Name:

Deposition Date:

Deponent :

Pg.	No.	Now Reads	Should Read	Reason
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Signature of Deponent

SUBSCRIBED AND SWORN BEFORE ME

THIS DAY OF , 2022.

(Notary Public) MY COMMISSION EXPIRES:

J U R A T

I, _____, do hereby certify under
penalty of perjury that I have read the foregoing
transcript of my deposition taken on _____;
that I have made such corrections as appear noted
herein in ink, initialed by me; that my testimony as
contained herein, as corrected, is true and correct.

DATED this _____ day of _____, 2022,
at _____, _____.

SIGNATURE OF WITNESS

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

JIM S. ADLER, P.C. and
JIM ADLER,
Plaintiffs,

VS.

CA NO. 3:19-cv-02025-K-BN

MCNEIL CONSULTANTS, LLC
D/B/A ACCIDENT INJURY
LEGAL CENTER, QUINTESSA
MARKETING, LLC D/B/A
ACCIDENT INJURY LEGAL
CENTER, and LAUREN VON
MCNEIL,
Defendants.

REPORTER'S CERTIFICATION

DEPOSITION OF LAUREN VON MCNEIL MINGEE

April 13, 2022

(REPORTED REMOTELY)

I, DIANA M. BENGIS, Certified Shorthand
Reporter in and for the State of Texas, hereby certify
to the following:

That the witness, LAUREN VON MCNEIL
MINGEE, was duly sworn by the officer and that the
transcript of the oral deposition is a true record of
the testimony given by the witness;

I further certify that pursuant to
FRCP Rule 30(f)(1) that the signature of the deponent:

1 XXX was requested by the deponent or a
2 party before the completion of the deposition and that
3 the signature is to be before any notary public and
4 returned within 30 days from the date of receipt of the
5 transcript. If returned, the attached Changes and
6 Signature Pages contains any changes and the reasons
7 therefore;

8 ____ was not requested by the deponent or
9 a party before the completion of the deposition.

10 I further certify that I am neither
11 counsel for, related to nor employed by any of the
12 parties or attorneys in the action in which this
13 proceeding was taken, and further that I am not
14 financially or otherwise interested in the outcome of
15 the action.

16 SWORN TO AND SUBSCRIBED by me in Tarrant
17 County, Texas, on this 25th day of April, 2022.

18

19

20

Diana Bengs

21

DIANA M. BENGS, CSR, RPR
Texas CSR No. 4907
Certification Expires: January 31, 2024
TSG REPORTING, INC.
747 Third Avenue, 10th Floor
New York, New York 10017
877.702.9580 (Office)

22

23

24

25

EXHIBIT 11

(To the Declaration of Diana Rausa)

McNeil Consultants LLC is no longer an operating business, it was formerly dissolved in May 2019. McNeil Consultants performed consulting services for personal injury law firms such as intake training, advertising, and case management.

INTERROGATORY NO. 3: Identify any and all companies or other legal entities or assumed names under which you currently do, or have in the past done, business during the last ten (10) years.

ANSWER:

Defendants object to this Interrogatory as overbroad in time and scope, irrelevant, not calculated to lead to the discovery of admissible evidence, and disproportionate to the needs of the case to the extent that the request is not limited to legal entities that bid on or purchased the alleged Adler Marks as advertising keywords or time periods in which such bidding or keyword purchasing occurred. To the extent this Interrogatory seeks information about Ms. Mingee personally, Defendants object that the foundation of the Interrogatory is misleading; Ms. Mingee is not a company or a legal entity, and she has not personally done business under an assumed name. Defendants limit their response to the aforementioned limitations.

Subject to and without waiver of the foregoing objections and limitations, Defendants respond that McNeil Consulting, LLC and Quintessa Marketing, LLC both do or have done business as “Accident Injury Legal Center” and “Car Accident Helpline.”

INTERROGATORY NO. 4: Identify all clients for whom you have referred leads related to or arising from any accident or injuries occurring in the State of Texas.

ANSWER:

Defendants object to this Interrogatory as overbroad in time and scope as it seeks “all clients” without reference to any specific subject matter in dispute or any particular date range. Defendants also object that this Interrogatory is harassing, irrelevant, not reasonably calculated to lead to the discovery of admissible evidence, and disproportionate to the needs of the case. It is an impermissible fishing expedition as the identity of Defendants’ clients have no bearing on the causes of action in this case. Defendants further object to this Request to the extent it requires Defendants to disclose internal trade secret and other confidential information of the company.

AMENDED ANSWER:

Subject to and without waiver of the foregoing objections, Defendants will provide a list of attorney customers in Texas to be produced in a separate interrogatory response labeled Attorneys’ Eyes Only.

INTERROGATORY NO. 5: Identify all persons who participated in the decision to purchase, cause to be purchased, and/or use the Adler Marks as keywords, and which lawyer or law firm you refer or have referred cases based on Keyword Advertisements triggered by any of the Adler Marks.

INTERROGATORY NO. 13: Identify any disputes (demand letters, lawsuits, etc.) between you and any third-party involving (a) allegations of trademark infringement and/or (b) Keyword Advertisements.

ANSWER:

Defendants object to this Interrogatory as overbroad in scope, harassing, irrelevant, not reasonably calculated to lead to the discovery of admissible evidence as it is an impermissible fishing expedition, and disproportionate to the needs of the case as any disputes between Defendants and any third party has no bearing on the causes of action in this case.

AMENDED ANSWER:

Subject to and without waiver of the foregoing objections, Defendants will identify lawsuits and produce non-privileged demand letters responsive to this request. Investigation is ongoing and Defendants will supplement this response once the responsive disputes have been identified.

INTERROGATORY NO. 14: Identify all persons who participated in any way in the preparation of the answers or responses to these interrogatories and state specifically the area of participation of each such person.

ANSWER:

Defendants object to this Interrogatory because it seeks information protected from disclosure by the attorney client, work product, and other applicable privileges.

Defendant responds by identifying Lauren Mingee who made and verified these answers. Withholding statement: Information responsive to this request is withheld under the attorney-client and work product privileges.

AMENDED ANSWER:

Defendants respond by identifying Lauren Mingee who made and verified these answers with the assistance of her counsel, Christopher Schwegmann, Rebecca Adams, and Barira Munshi.

DATE: March 11, 2022

Respectfully submitted,

/s/ Rebecca L. Adams
Christopher J. Schwegmann
Texas Bar No. 24051315
cschwegmann@lynnllp.com
Rebecca L. Adams
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Facsimile: 214-981-3839

ATTORNEYS FOR DEFENDANTS
MCNEIL CONSULTANTS, LLC,
D/B/A ACCIDENT INJURY LEGAL
CENTER, QUINTESSA MARKETING,
LLC, D/B/A ACCIDENT INJURY
LEGAL CENTER, AND LAUREN VON
MCNEIL

CERTIFICATE OF SERVICE

I hereby certify that on this 11th day of March, 2022, a true and correct of the foregoing document was served *via email* upon all counsel of record:

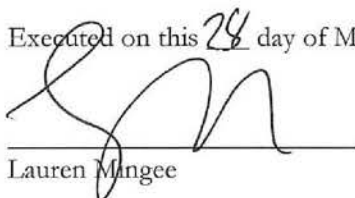
/s/ Rebecca L. Adams
Rebecca L. Adams

VERIFICATION

STATE OF Oklahoma
COUNTY OF Oklahoma

I, Lauren Mingee, make this Declaration under oath pursuant to 28 U.S.C. Section 1746. I was the sole owner of McNeil Consultants, LLC d/b/a Accident Injury Legal Center, and I am currently the sole owner of Quintessa Marketing, LLC d/b/a Accident Injury Legal Center. I have read the foregoing document, Defendants' First Amended Objections and Answers to Plaintiffs' First Set of Interrogatories. I declare under penalty of perjury that the contents of the foregoing are true and correct.

Executed on this 28 day of March, 2022.



Lauren Mingee

EXHIBIT 12

(To the Declaration of Diana Rausa)

FILED UNDER SEAL

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

GORAYEB & ASSOCIATES, P.C.,

Plaintiff,

Case No. 17-cv-3805

v.

GOOGLE, INC., MCNEIL CONSULTANTS LLC,
QUINTESSA MARKETING, LLC, ACCIDENT
INJURY LAW CENTER, and LAUREN MCNEIL,

Defendants.

SETTLEMENT AND MUTUAL RELEASE AGREEMENT

This Settlement and Mutual Release Agreement ("Agreement") is made between Gorayeb & Associates, P.C. ("Plaintiff"), a New York professional corporation with its principal place of business at 100 William Street, 19th Floor, New York, New York 10038, and McNeil Consultants LLC, an Oklahoma limited liability company with its principal place of business at 2576 Forest Glen Drive, Choctow, OK 73020 ("McNeil"); Quintessa Marketing, LLC, an Oklahoma limited liability company with its principal place of business at 2576 Forest Glen Drive, Choctow, OK 73020 ("Quintessa"); Accident Injury Law Center, an unincorporated association with its principal place of business at 7110 W. Sunset Blvd., Los Angeles, CA 90046 ("Law Center"); Lauren McNeil, an individual who is the sole owner of McNeil, Quintessa, and Law Center and who resides at 2576 Forest Glen Drive, Choctow, OK 73020 (Ms. McNeil). McNeil, Quintessa, Law Center, and Ms. McNeil are collectively referred to as the Defendants. Plaintiff and the Defendants may be referred to herein singularly as a "Party" or collectively as the "Parties." The effective date of this Agreement shall be the date of last signature ("Effective Date").

Recitals

WHEREAS, Plaintiff filed a Complaint on May 19, 2017, which was subsequently served, alleging, among other things, violations of Sections 32(1), 43(a), and 43(c) of the Lanham Act, contributory trademark infringement, contributory unfair competition, common law trademark infringement, common law unfair competition, and violations of New York General Business Law Sections 133, 349, 350, and 360-L, vicarious liability, and injunctive relief for violation of, *inter alia*, sections 479 and 495 of the New York Judiciary Law (the "Claims") in the United States District Court for the Southern District of New York, in the action entitled *Gorayeb & Associates, P.C. v. Google, Inc., et al* ("the Action").

WHEREAS, Plaintiff agreed to extend the response date to the Complaint until July 31, 2017 and Defendants interposed an Answer on that date;

WHEREAS, the Parties desire to settle and resolve all differences, disputes and claims arising out of or relating to the Action or the subject matter of the Action without any admission of liability or wrongdoing and, in consideration of the following terms, covenants and conditions;

IT IS HEREBY AGREED as follows:

I. Definitions

For purposes of this Agreement, the following terms shall have the meanings given:

1. "Affiliates," with respect to a Party, shall mean (i) all entities now or in the future controlling, controlled by or under common control with that Party; (ii) all entities in the past controlling, controlled by or under common control with that Party, for the period of time that such control exists or existed; (iii) all employees, employers, and agents of that Party; (iv) all partners, joint venturers, or business associates of that Party; and (v) predecessors, successors or successors in interest thereof, including all entities formed or acquired by that Party in the future that come to be controlled by that Party or control that Party. For purposes of this definition, "control" means possession directly or indirectly of the power to direct or cause the direction of management or policies of a company or entity through the ownership of voting securities, contract, or otherwise, and "entities" includes all persons, companies, partnerships, corporations, associations, organizations, and other entities.
2. "Plaintiff Affiliates" shall mean all Affiliates of the Plaintiff.
3. "Defendant Affiliates" shall mean all Affiliates of each of the Defendants.

II. No Use of "GORAYEB"

Commencing upon the execution of this Agreement and continuously for all time thereafter until the end of time, Defendants and any of the Defendant Affiliates shall not, any place in the world, directly, indirectly, alone or with others in any combination or capacity whatsoever, use, cause to be used, or suggest to be used "Gorayeb," or any variation or form of any kind whatsoever of "Gorayeb," for any purpose whatsoever, including, but not limited to, for any commercial purpose, including, but not limited to, in advertising or Internet advertising of any kind or form whatsoever.

III. Dismissal of the Action

Within three (3) days of the Effective Date, the Parties will execute and electronically file a Stipulation and Order of Dismissal, in the form of Exhibit 1 attached hereto, with each Party bearing its own attorneys' fees and costs incurred in connection with the Action, including, but not limited to, this Agreement.

IV. Mutual Releases

In consideration of the promises above, the Parties hereby release their claims as follows:

1. Plaintiff hereby releases and discharges Defendants and the Defendant Affiliates, and their respective officers, directors, employees, members, agents, attorneys, administrators, representatives, insurers, beneficiaries, trustees, partners, shareholders, investors, contractors, joint venturers, predecessors, successors, assigns, transferees, and all other individuals and entities acting on Defendant's behalf from any and all claims, complaints, demands, damages, debts, liabilities, actions, proceedings, remedies, causes of actions or suits, known or unknown, of whatever kind or nature, including but not limited to whether in law or in equity, under contract.

tort or any other subject area, or under any statute, rule, regulation, order, or law, asserted or not asserted, arising out of or related to the Action or the subject matter of the Action.

2. Defendant and the Defendant Affiliates hereby release and discharge Plaintiff and the Plaintiff Affiliates, and their respective officers, directors, employees, members, agents, attorneys, administrators, representatives, insurers, beneficiaries, trustees, partners, shareholders, investors, contractors, joint venturers, predecessors, successors, assigns, transferees, and all other individuals and entities acting on Plaintiff's behalf and/or on behalf of the Plaintiff Affiliates from any and all claims, complaints, demands, damages, debts, liabilities, actions, proceedings, remedies, causes of actions or suits, known or unknown, of whatever kind or nature, including, but not limited to, whether in law or in equity, under contract, tort or any other subject area, or under any statute, rule, regulation, order, or law, asserted or not asserted, arising out of or related to the Action or to the subject matter of the Action.

V. Warranties

1. Plaintiff represents and warrants that it has not assigned or otherwise transferred to any third party any interest in any claim, demand, complaint, action, proceeding, remedy, lien or any other matter subject to the release in Section IV it may have against Defendants or the Defendants' Affiliates. Plaintiff represents and warrants that it has the legal authority to release all such matters and agrees.
2. Defendants represent and warrant that they have not assigned or otherwise transferred to any third party any interest in any claim, demand, complaint, action, proceeding, remedy, lien or any other matter subject to the release in Section IV it may have against Plaintiff or the Plaintiff Affiliates. Defendants represent and warrant that they have the legal authority to release all such matters.
3. Each person who executes this Agreement on behalf of a Party represents and warrants to the other Party that he or she has the authority of the Party, including directors and officers of said entity to do so, and each Party agrees to indemnify and hold harmless the other Party from any and all claims, liability, costs and damages, including but not limited to attorneys' fees, costs and expenses, involving any assertion that such authority did not exist or was limited.

VI. Governing Law and Venue

Prior to commencing any court action or proceeding, the Parties shall try to reach a resolution through negotiation. In the event the dispute is not resolved by the aforementioned negotiation, the Parties may commence a court action before the Court, which the Parties agree will retain jurisdiction over such disputes.

All claims arising out of or relating to this Agreement will be governed, interpreted, enforced, construed and controlled by the laws of the State of New York, without regard to principle of conflicts or choice of law provisions. The prevailing Party in any court action or proceeding alleging breach of this Agreement shall be entitled to recover from the Party who breaches the Agreement, not only the amount of any judgment or order, but also such other costs and expenses as may be reasonably incurred by said Party, including court costs and reasonable attorneys' fees and all other reasonable costs and expenses, whether taxed or otherwise, incurred in connection with said action or proceeding.

VII. Successors and Assigns

This Agreement and the obligations and benefits of this Agreement will be binding upon and inure to the benefit of, and be enforceable by and against each of the Parties and their respective successors and assigns. The Parties have an affirmative duty to ensure that this Agreement and the obligations and benefits of this Agreement will be binding upon and inure to the benefit of, and be enforceable by, each of the Parties and their respective successors and assigns.

VIII. General Provisions

1. Entire Understanding: This Agreement constitutes the complete, final and exclusive embodiment of the entire agreement between the Parties with regard to the subject matter hereof. It is entered into without reliance on any statements, promises, warranties or representations, written or oral, other than those expressly contained herein, and it supersedes any other statements, promises, warranties or representations.
2. Amendments: This Agreement cannot be modified or amended except by a written agreement, signed by the Parties to be bound by the modification or amendment, and which specifically states it is amending this Agreement.
3. No Construction Against Any Party: The Parties to this Agreement and their counsel have participated jointly and at arms-length in the negotiation and drafting of this Agreement, and for all purposes this Agreement shall be deemed to have been drafted jointly by the Parties and their counsel. The Parties agree that the normal rules of construction that any ambiguity in a document is construed against the drafting party shall not apply to the interpretation or enforcement of this Agreement, as the Parties each participated in the drafting of this Agreement.
4. Parties' Knowledge and Advice of Counsel: The Parties execute this Agreement freely and voluntarily and without acting under any duress or in reliance upon any threat made by or on behalf of the other Party. Each Party has consulted with or has had an opportunity to consult with counsel of its own choice about the legal effect of entering into this Agreement, and executes this Agreement being fully informed as to its terms, content and legal effect.
5. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. If any provision (or part of a provision) of this Agreement is found to be invalid, illegal or unenforceable, the rest of the Agreement shall remain in effect.
6. Counterparts: This Agreement may be executed by the Parties in counterparts and exchanged by electronic means, including facsimile, PDF, and other electronic means, with the same effect as if all Parties had signed the same instrument.
7. No Waiver: Neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement. Moreover, a waiver of any breach of this Agreement by any Party shall not be deemed to be a waiver by any Party of any other breach of this Agreement.

IX. Notices

All notices that are required or permitted to be given hereunder shall be in writing and shall be sent by overnight courier service to the Party to be notified, addressed to such Party at the physical address set

forth below, or such other physical address(es) as such Party may have substituted by written notice to the Party providing notice

To Defendants:

[PLEASE FILL IN]

Lauren McNeil
2576 Forest Glen Drive
Choctaw, Oklahoma 73020

With a copy to:

Robert M. Ward
BMWipLAW, LLC
621 Brixton Circle
Simpsonville, SC 29681

To Plaintiff:

Christopher J. Gorayeb
Gorayeb & Associates, P.C.
100 William Street, 19th Floor
New York, NY 10038

With a copy to:

Arthur J. Ciampi
Ciampi LLC
39 Broadway, Suite 520
New York, NY 10006

* * * * *

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

Gorayeb & Associates, P.C.

By: 

Christopher J. Gorayeb
Sole Shareholder

Dated: 8/10/17

McNeil Consultants LLC

By: 

Lauren McNeil
Managing Member

Dated: 8/8/17

Quintessa Marketing, LLC

By:



Lauren McNeil
Managing Member

Dated: 8/8/17


Accident Injury Law Center

By:



Lauren McNeil
Sole Owner

Dated: 8/8/17



Lauren McNeil, individually

Dated: 8/8/17

EXHIBIT 13

(To the Declaration of Diana Rausa)

FILED UNDER SEAL

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

JIM S. ADLER, P.C. and JIM ADLER,

Plaintiffs,

v.

LAW STREET MARKETING, LLC d/b/a
PREMIUM INJURY HELP, EXCLUSIVE
LEGAL MARKETING, INC. d/b/a
PREMIUM INJURY HELP, DEANA
BRYANT, COETY BRYANT a/k/a CODY
BRYANT, and RAMJI LAW GROUP, P.C.,

Defendants.

CIVIL ACTION NO. 3:19-cv-2026-E

AFFIDAVIT OF COETY BRYANT

STATE OF TEXAS

COUNTY OF DENTON

1

CONFIDENTIAL INFORMATION
SUBJECT TO PROTECTIVE ORDER

ADLER_000091

Appx. 255

§ 87(2)(b) [REDACTED]

[illegible]

§ 87(2)(b)

[illegible]

§ 87(2)(b) [REDACTED]

■ [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

§ 87(2)(b) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Coety Bryant

Notary Public State of Texas

Attachment A

SETTLEMENT AGREEMENT

[illegible]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] the

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. General Provisions

5.1 This Agreement is binding on and inures to the benefit of each party hereto, including its respective administrators, officers, directors, shareholders, agents, servants, affiliates, employees, legal representatives, related entities, assigns, successors, and all those acting in concert with them or any of them.

5.2 This Agreement constitutes the final and complete expression of all the terms of the agreement between the parties with respect to the subject matter hereof. It supersedes all understandings and negotiations concerning the matters specified herein. Any representations, oral statements, promises, or warranties made by any party that differ in any way from the terms of this Agreement are not binding unless made in writing and signed by a duly authorized representative of all parties.

5.3 Any invalidity, in whole or in part, of any provision of this Agreement will not affect the validity of any other of its provisions and any invalid provision shall be modified to the extent necessary to make it valid and/or enforceable or shall be severed if a saving modification is not possible.

5.4 The parties agree to execute all such documents and take all such actions as may be necessary to effectuate and to fully carry out the terms and purposes of this Agreement.

5.5 Each party acknowledges that it negotiated this Agreement with full opportunity to consult with legal counsel and negotiate revisions to the terms agreed upon. In entering this Agreement, the parties have relied only on their own judgment and advice of their own counsel. In making this Agreement, the parties have not relied on any representations or advice of any other party or any other party's attorneys. The parties specifically waive and release any claim resulting from their decision to enter into this Agreement, including but not limited to any claim of fraud, misrepresentation, or fraudulent inducement. No part of this Agreement is to be construed against either party because of the identity of the drafter.

5.6 Each party represents that the person executing this Agreement on its behalf has been authorized to sign on behalf of the party and to bind it to the terms of this Agreement.

5.7 The exclusive venue for any litigation commenced between the parties regarding this Agreement will be the United States District Court for the Northern District of Texas, Dallas Division, and the parties expressly consent to personal jurisdiction in that court. This Agreement will be interpreted under the laws of the State of Texas.

5.8 This Agreement may be executed in counterparts or duplicate originals, each of which is deemed an original for all purposes. Execution of a facsimile or scanned copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.

JIM S. ADLER P.C.

By:

Name:

Title:

Date:

JIM ADLER

By:

Date:

LAW STREET MARKETING, LLC
D/B/A PREMIUM INJURY HELP

By:

Name:

Title:

Date:

EXCLUSIVE LEGAL MARKETING,
INC. D/B/A PREMIUM INJURY HELP

By:

Name:

Title:

Date:

DEANA BRYANT

By:

Date:

COETY BRYANT A/K/A CODY
BRYANT

By:

Date:

EXHIBIT 14

(To the Declaration of Diana Rausa)

FILED UNDER SEAL

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

JIM S. ADLER, P.C., and
JIM ADLER,

Plaintiffs,

VS.

Case Number
3:19-cv-02025-K-BN

MCNEIL CONSULTING, LLC, d/b/a
ACCIDENT INJURY LEGAL CENTER;
QUINTESSA MARKETING, LLC,
d/b/a ACCIDENT INJURY LEGAL
CENTER; and LAUREN MINGEE,

Defendants.

* * * * *

VIDEOTAPED DEPOSITION OF WALLACE KITTREDGE

ON SEPTEMBER 30, 2022

IN OKLAHOMA CITY, OKLAHOMA

* * * * *

REPORTED BY: Cheryl D. Rylant, CSR, RPR

TSG Job No. 217460

1
2
3
4 SEPTEMBER 30, 2022

5 9:31 A.M.
6
7
8

9 Videotaped Deposition of WALLACE KITTREDGE,
10 held at Regus, 101 Park Avenue, Suite 1300,
11 Oklahoma City, Oklahoma, before Cheryl D. Rylant, a
12 Certified Shorthand Reporter of the State of
13 Oklahoma.
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25

A P P E A R A N C E S:

PIRKEY BARBER PLLC

Attorneys for Plaintiffs

BY: GIULIO YAQUINTO, ESQ.
JERED MATTHYSSE, ESQ.
1801 East 6th Street
Austin, Texas 78702

LYNN PINKER HURST & SCHWEGMANN, LLP

Attorney for Defendants

BY: REBECCA ADAMS, ESQ.
BARIRA MUNSHI, ESQ. (via Zoom)
2100 Ross Avenue
Dallas, Texas 75201

VIDEOGRAPHER: Mark Von Lanken - TSG Reporting

1
2 IT IS HEREBY STIPULATED AND AGREED by and
3 between the attorneys for the respective parties
4 herein, that filing and sealing be and the same are
5 hereby waived.

6 IT IS FURTHER STIPULATED AND AGREED that all
7 objections, except as to the form of the question,
8 shall be reserved to the time of the trial.

9 IT IS FURTHER STIPULATED AND AGREED that the
10 within deposition may be sworn to and signed before
11 any officer authorized to administer an oath, with
12 the same force and effect as if signed and sworn to
13 before the Court.

1 W. KITTREDGE

2 VIDEO TECHNICIAN: This is the start of
3 media labeled number 1 of the video recorded
4 deposition of Wallace Kittredge, in the matter
5 Jim S. Adler, P.C., et al., versus McNeil
6 Consultants, LLC, et al., in the United States
7 District Court for the Northern District of Texas,
8 Dallas Division, Civil Action Number
9 3:19-cv-02025-K-BN.

10 This deposition is being held at Regus,
11 101 Park Avenue, Suite 1300, Oklahoma City, Oklahoma,
12 on Friday, September 30th, 2022, at approximately
13 9:31 a.m. Central Time Zone.

14 My name is Mark Von Lanken. I am a Certified
15 Legal Videographer, in association with
16 TSG Reporting, Inc., headquartered at 228 East
17 45th Street, Suite 810, New York, New York.

18 The court reporter is Cheryl Rylant, in
19 association with TSG Reporting.

20 Counsel, will you please introduce
21 yourselves.

22 MR. YAQUINTO: Giulio Yaquinto,
23 Pirkey Barber, for the Plaintiff.

24 MR. MATTHYSSE: Jered Matthyse, also with
25 Pirkey Barber, for Plaintiffs.

1 W. KITTREDGE

2 MS. ADAMS: Rebecca Adams with Lynn,
3 Pinker, Hurst, & Schwegmann, for Defendants.

4 And also attending remotely is Barira Munshi,
5 also with Lynn, Pinker, Hurst, & Schwegmann, for the
6 Defendants.

7 VIDEO TECHNICIAN: Will the court reporter
8 please swear in the witness.

9 (Oath administered.)

10 WALLACE KITTREDGE,
11 having been first duly sworn, deposes and says in
12 reply to the questions propounded as follows:

13 * * * * *

14 EXAMINATION

15 BY MR. YAQUINTO:

16 Q. Will you please state your full name for the
17 record?

18 A. Wallace Randall Kittredge.

19 Q. And so, the last name is pronounced
20 "Kittredge" or "Kittredge"?

21 A. "Kittredge."

22 Q. "Kittredge." All right. That'll make it
23 easier for me. That's how I've been saying it in my
24 head.

25 Have you ever been deposed before,

1 W. KITTREDGE

2 Mr. Kittredge?

3 A. No.

4 Q. Are you at all familiar with the process in
5 terms of -- I'm going to ask you some questions,
6 you'll answer them to the best you can based on your
7 personal knowledge. Whenever I ask you a question,
8 we'll pause in between, give Ms. Adams an opportunity
9 to object if there are going to be any objections.
10 We'll do our best not to talk over each other, but it
11 should be pretty straightforward.

12 A. Sounds good.

13 Q. Okay. And you realize that you are under
14 oath and you have to fully answer all of my questions
15 to the best of your ability?

16 A. Yes.

17 Q. Is there any condition or other reason why
18 you can't give full and complete testimony today?

19 A. No.

20 Q. You're not on any medications or anything
21 like that?

22 A. No.

23 Q. Where do you currently live?

24 A. Oklahoma City.

25 Q. Is it in a house, an apartment, or...

1 W. KITTREDGE

2 A. It's a house.

3 Q. Are you originally from Oklahoma City?

4 A. No.

5 Q. Where were you born and raised?

6 A. I was born in Columbus, Ohio, raised in
7 Boston, Massachusetts.

8 Q. So, when did you move to Oklahoma City?

9 A. That was July of 2015.

10 Q. And what brought you here?

11 A. My wife wanted to get her master's in piano
12 pedagogy and performance and the best program that
13 she found was at OU.

14 Q. Okay. And so, she finished the program,
15 I take it?

16 A. Yeah.

17 Q. And you guys decided to stick around?

18 A. So far, so good.

19 Q. And what is your current occupation or job
20 title?

21 A. Well, I recently resigned from Quintessa and
22 my job title was director of digital marketing.

23 Q. And when did you resign?

24 A. Tuesday was my last day.

25 Q. That was the 27th? Or the 26th -- the 27th.

W. KITTREDGE

like that.

So, based on all this data, Google then chooses where and how and who to deliver these ads to. And when using things like a broad match or whatever, it finds the best keyword search terms to deliver. So, it's really putting, you know, the control into Google's hands.

Q. When you say "putting control into Google's hands," do you mean specifically but not exclusively necessarily the keywords?

A. No. No. You -- you put in the keywords, but it determines when and where and how to deliver those ads based on those keywords.

Q. Who determines how Quintessa's Google SEM ads look?

And when I say "how they look," what I mean is the advertising copy, the, you know, placement of either a phone number or other text. Who decides what the advertising copy is?

A. The advertising copy needed to be approved by Lauren. But, I mean, there are certain advertising copy that has been the same pretty much for years.

Q. So, did you ever create new advertising copy?

A. I did.

1 W. KITTREDGE

2 Q. And did Lauren have to approve that before it
3 ran?

4 A. As I recall, usually, yes.

5 Q. Why does Quintessa use
6 AccidentInjuryLegalCenter.com?

7 A. What do you mean?

8 Q. What do they use it for?

9 A. For -- as a resource website for people who
10 have been injured in an accident to be able to
11 contact us.

12 Q. And is that domain linked to Google Ads ever?

13 A. Yes.

14 Q. What other domains does Quintessa use, to
15 your knowledge?

16 A. I'll go by memory. [REDACTED]
[REDACTED]

18 That's pretty much it.

19 Q. How about [REDACTED] Have you
20 ever heard of that one?

21 A. [REDACTED] It's not a --
22 that's not a domain or a landing page, to my
23 knowledge. Is it?

24 Q. I'm asking you.

25 A. It's -- I mean, to my knowledge, it's not a

1 W. KITTREDGE

2 A. I mean, it's -- I mean that's not my call.
3 I mean, why aren't they using it? I mean, I --
4 I mean Quintessa Marketing does -- you know, isn't
5 exactly a -- I mean, that's a B2B brand, not a brand
6 that someone would think, "Oh, this is someone who
7 could help me with a car accident."

8 Q. Well, whenever a consumer is on Google or
9 potential clients who are using Google click on a
10 Quintessa ad, do those users search Accident Injury
11 Legal Center?

12 MS. ADAMS: Objection, form.

13 THE WITNESS: I would have to see the data
14 of search terms.

15 Q. (By Mr. Yaquinto) Do you recall ever running
16 campaigns that included Accident Injury Legal Center
17 or -- as a search -- as a keyword term?

18 A. (Indicating.)

19 Q. What about [REDACTED] as a keyword
20 term?

21 A. (Indicating.)

22 Q. [REDACTED]

23 MS. ADAMS: I'm sorry, you have to give
24 verbal answers.

25 THE WITNESS: Oh, sorry. Yeah. I -- I

1 W. KITTREDGE

2 don't recall.

3 Q. (By Mr. Yaquinto) So, you don't recall ever
4 seeing [REDACTED] as a keyword?

5 A. I don't.

6 Q. And you don't recall ever seeing [REDACTED]
[REDACTED] as a keyword?

8 A. That is correct.

9 Q. And the same with [REDACTED]

10 A. That is correct.

11 Q. Have you ever heard the name Case Connect
12 before?

13 A. It sounds familiar.

14 Q. But not anything specific comes to mind?

15 A. No.

16 Q. And I think we touched on this earlier, but
17 just to cover it and be certain, did you play any
18 role in supervising or working in the call center
19 intake side of things?

20 A. No. My job was -- my job was the marketing
21 side.

22 Q. So, you don't know whether the intake agents
23 in the call center used scripts whenever they
24 received phone calls?

25 A. I believe they had scripts.

1 W. KITTREDGE

2 Emily Kalish.

3 THE REPORTER: What's the last name of
4 Emily?

5 THE WITNESS: Kalish, K-A-L-I-S-H.

6 MR. YAQUINTO: Let's go ahead and do
7 another document, Mr. Kittredge.

8 (Exhibit 14, previously marked.)

9 Q. (By Mr. Yaquinto) I'm going to hand you what
10 was previously marked as Exhibit 14. I'll give you a
11 second to take a look. Once you're done having a
12 look, can you tell me what the subject line of this
13 email is?

14 A. Okay. Subject line?

15 Q. Yes.

16 A. "Absolute top Jim Adler - Can you take a
17 look?"

18 Q. So, the "Abs" is absolutely --

19 A. Uh-huh.

20 Q. -- is how you understand that?

21 A. Yeah.

22 Q. What does "absolute top" mean?

23 A. Absolute top is first listing of, like, the
24 top three positions on Google Ads that appear on the
25 first page of search.

W. KITTREDGE

Q. So, the absolutely top is -- it's literally what it is --

A. Uh-huh.

Q. -- it's the very top?

A. Yes.

Q. So, there's no organic result above it? There's no other advertising or sponsored --

A. No.

Q. -- link above it?

A. It's -- it's entirely the area that Google owns at the very top of that, of any search screen.

Q. And so, going to your initial email, you emailed Lauren Bernaky:

"Hey, Lauren, can you take a look at."

Do you see where I'm reading from?

A. Uh-huh.

Q. And then it has a phone number. It says:

[REDACTED]

A. Uh-huh.

Q. Can you tell me what each of those refers to?

A. That would be broad match, exact match, and phrase match.

W. KITTREDGE

1 W. KITTREDGE

2 Q. And why did that matter to Quintessa?

3 A. For the same reason -- you know, for the same
4 reason that I brought up earlier. Like working at
5 Bob Mills Furniture, if someone is searching for
6 Mathis Brothers Furniture, we want to be on top.
7 We are going for the same clients. And, you know,
8 they did the same -- they did the same. And it's
9 just -- it's standard competitive practice.

10 Q. And so, earlier you were talking about it --
11 I believe you conditioned it in terms of organic
12 results. But this, obviously, wouldn't be organic
13 result; is that correct?

14 A. Correct.

15 Q. So, the importance that you said earlier
16 about being at the top of the organic results is also
17 the same as with being at the top of sponsored or
18 advertising; is that correct?

19 A. They are two different -- they are two
20 different entities. I mean, I don't know what the
21 importance -- they're different situations where
22 you'd want to be on top or second or third. I mean,
23 there are times when being at the top isn't
24 necessarily as beneficial as being two or three, but
25 that's my job, to figure out what the best positions

1 W. KITTREDGE

2 are.

3 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1 W. KITTREDGE

2 the positions are in Houston. And I'm having
3 difficulty reading this, but I don't even see an ad
4 of ours.

5 Q. And I -- I don't think there is an ad of
6 yours on here.

7 A. Okay.

8 MR. YAQUINTO: Let's do another one. This
9 is again a document that hasn't been marked yet.

10 And, for the record, this is Quintessa 933.

11 (Exhibit 122 marked.)

12 THE WITNESS: Oh, man.

13 THE REPORTER: What do you need?

14 THE WITNESS: I can't read it.

15 Q. (By Mr. Yaquinto) Okay. And so,
16 Mr. Kittredge, have you -- do you recall ever seeing
17 this?

18 A. I don't recall it.

19 Q. And so, this document appears to show an
20 email sent from you to Lauren Mingee; is that
21 correct?

22 A. Correct.

23 Q. And the subject line is "Adler ranking";
24 is that correct?

25 A. Correct.

1 W. KITTREDGE

2 Q. And so, again, understanding that the image
3 is somewhat difficult to look at, it looks like
4 there's a Jim Adler ad that is second; is that right?

5 A. I'm -- yeah. It looks that way.

6 Q. And can you think of any reason why you would
7 have been sending this to Ms. Mingee?

8 MS. ADAMS: Objection, form.

9 THE WITNESS: I don't recall the reason.

10 Q. (By Mr. Yaquinto) Do you think that it was
11 potentially because you were trying to see what the
12 rankings were?

13 MS. ADAMS: Objection, form.

14 THE WITNESS: I mean, that's the subject of
15 the email; so, I -- I assume so.

16 Q. (By Mr. Yaquinto) Was that a common practice
17 or a practice that occurred more than once, where you
18 would send a screenshot of keyword advertisements
19 like this to look at the rankings?

20 A. Absolutely, for any campaign.

21 Q. And so, when you were trying to do that, what
22 would you be looking for specifically? What kind of
23 information would you be trying to glean from,
24 you know, the screenshot that you saw?

25 A. What the ranking was for the ads.

W. KITTREDGE

Q. And specifically where Quintessa's ads were ranking next to other ads?

A. Yes.

Q. In terms of the order from first, second, third, fourth?

A. Right. But, again, with the -- with the -- there would be also a determination and goal of which position we would want. And I don't know what keyword this is for because I can't -- I can't read it.

Q. I think it's Jim Adler.

A. Okay.

Q. But I appreciate the inscrutability of this image.

A. So...

Q. Let me ask you this, Mr. Kittredge: Could you have two keyword advertisements in the same search, meaning could you have two different -- if somebody put in a search for Jim Adler, would it be possible for Quintessa to have two separate ads respond in the mix?

A. Is it possible? It's technically possible, yes.

Q. And when you say "technically possible,"

1 W. KITTREDGE

2 C E R T I F I C A T E

3 STATE OF OKLAHOMA

4 SS

5 OKLAHOMA COUNTY

6 I, Cheryl D. Rylant, Certified Shorthand
7 Reporter within and for the State of Oklahoma,
8 certify that WALLACE KITTREDGE was by me sworn to
9 testify the truth; that the videotaped deposition was
10 taken by me in stenotype and thereafter transcribed
11 by computer and is a true and correct transcript of
12 the testimony of the witness; totaling 151 pages;
13 that the deposition was taken by me on
14 September 30, 2022, at 9:31 a.m., at 101 Park Avenue,
15 Suite 1300, Oklahoma City, Oklahoma; that I am not a
16 relative, employee, attorney or counsel to any party
17 in this case or otherwise financially interested in
18 this action; and that the witness elected to exercise
19 his right to review the deposition transcript prior
20 to its filing.

21 Witness my hand and seal of office on this
22 the 12th day of October, 2022.

23 *Cheryl Rylant*

24 _____
25 Cheryl D. Rylant, CSR
Oklahoma CSR No. 1448

ERRATA SHEET

2 Case Name:

3 Deposition Date:

4 Deponent:

5	Pg.	No.	Now Reads	Should Read	Reason
---	-----	-----	-----------	-------------	--------

6. _____

7. _____

8 _____

10 _____

12 _____

13 _____

14 _____

15 _____

16 _____

17

18 _____

19 _____

20

Signature of Deponent

21

22 SUBSCRIBED AND SWORN BEFORE ME

23 THIS DAY OF , 2022.

24

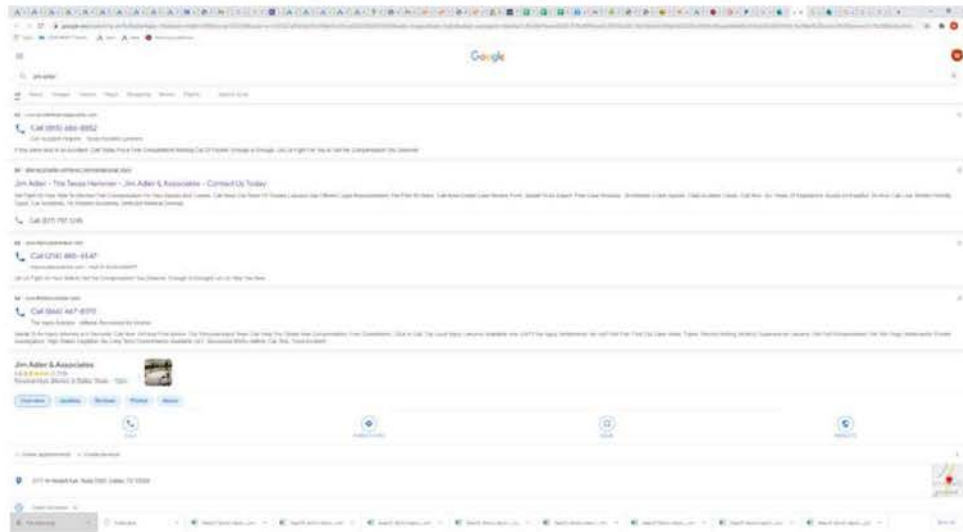
25 (Notary Public) MY COMMISSION EXPIRES:

EXHIBIT 15

(To the Declaration of Diana Rausa)

FILED UNDER SEAL

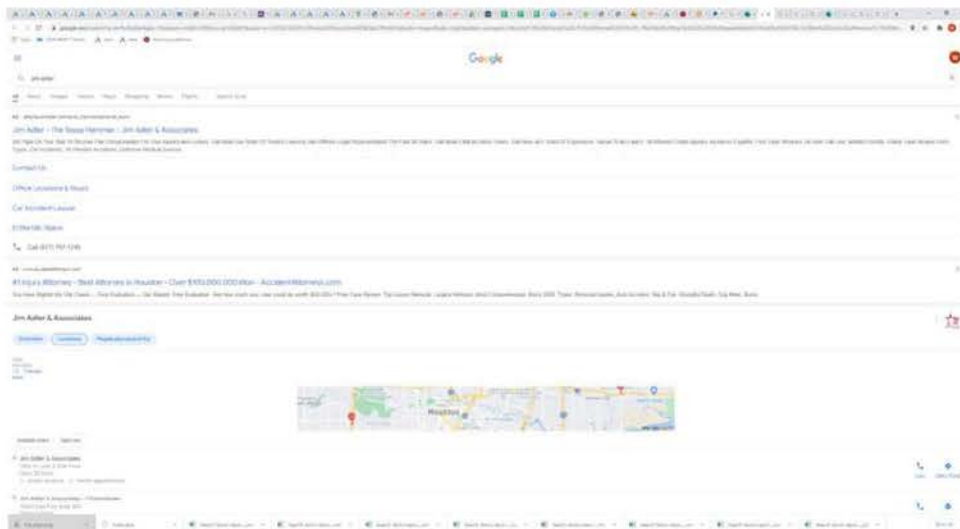
From: Wallace Kittredge
Sent: Friday, January 29, 2021 5:09 PM CST
To: Lauren Mingee
Subject: aDLER rANKING



--
 Wallace Kittredge
 Director of Digital Marketing
 614-530-7926



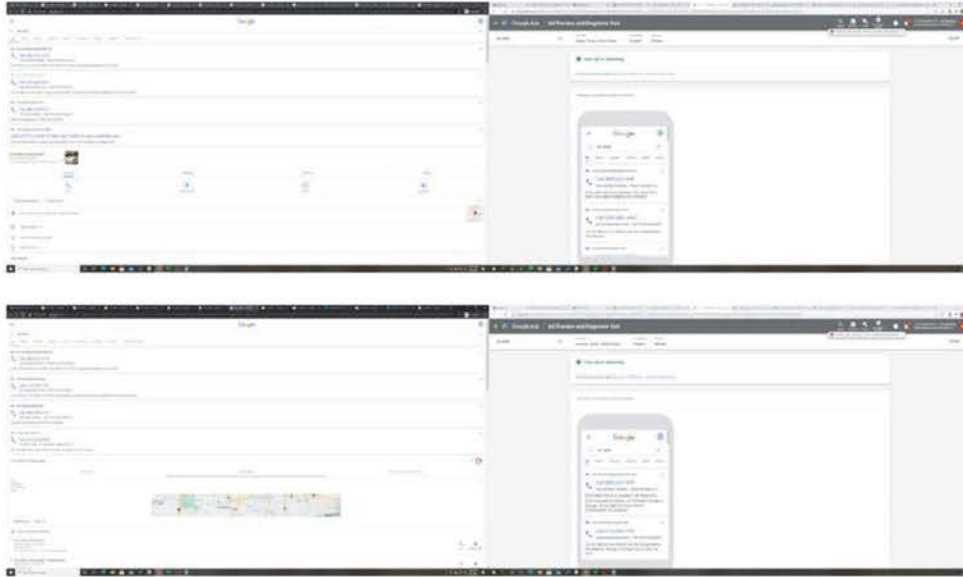
From: Wallace Kittredge
Sent: Friday, January 29, 2021 5:11 PM CST
To: Lauren Mingee
Subject: Houston Adler Screen shot



--
Wallace Kittredge
Director of Digital Marketing
614-530-7926



From: Wallace Kittredge
Sent: Tuesday, February 23, 2021 4:42 PM CST
To: Lauren Mingee
Subject: Isearchfrom and Google Adler Gone



Wallace Kittredge
Director of Digital Marketing
614-530-7926



EXHIBIT 16

(To the Declaration of Diana Rausa)

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jim adler

Location

San Antonio TX, Texas, United...

Language

English

Device

Mobile

Audience

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✓

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For the keyword [jim adler]

⚠

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Preview of mobile search results

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ADLER_001769
Appx. 292

the texas hammer



Location

Dallas-Ft. Worth TX, Texas, Un...

Language

English

Device

Mobile

Audience

Users not in any audience

✓ Your ad is showing

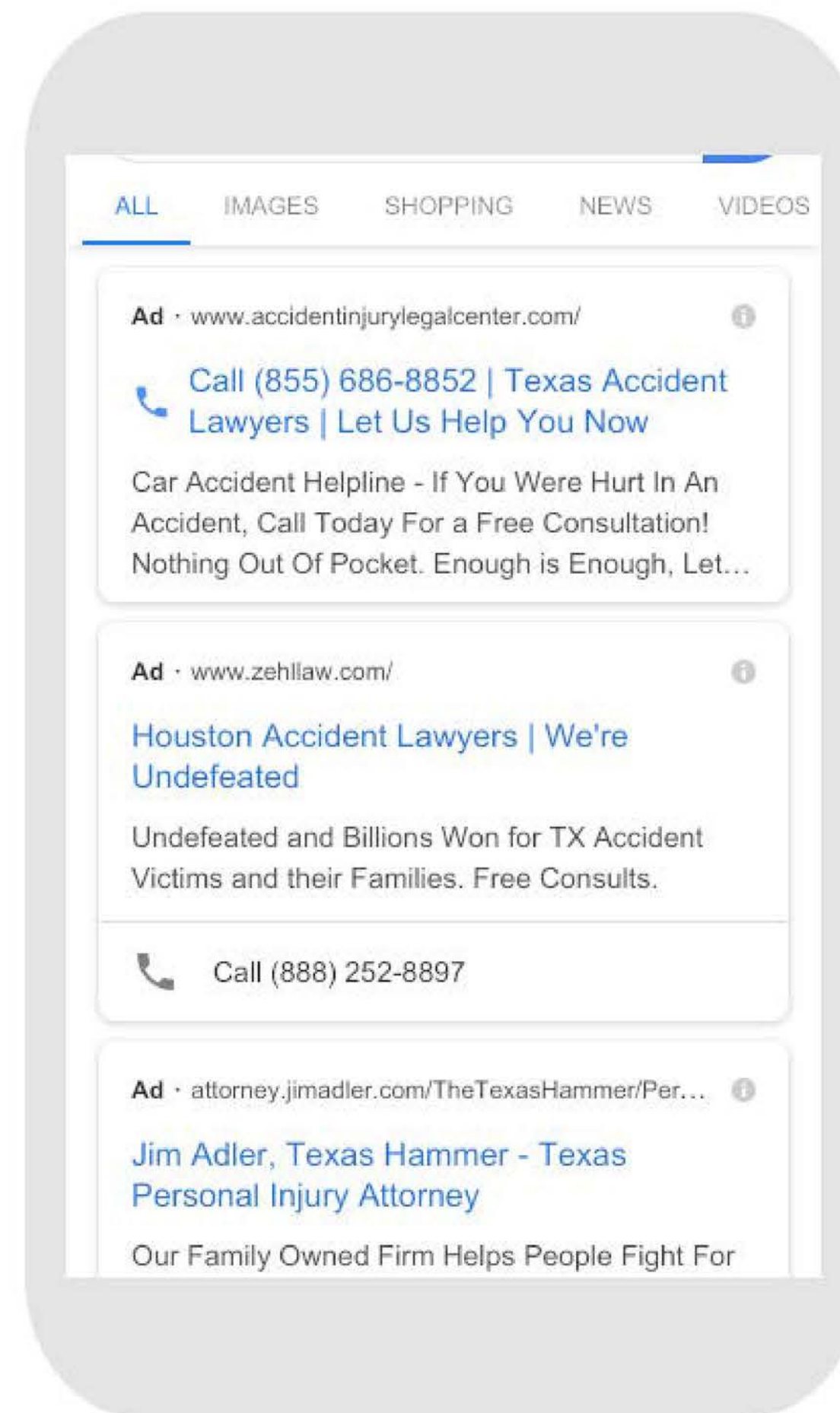
For the keyword [the texas hammer]



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Preview of mobile search results



jim adler



Location

Dallas-Ft. Worth TX, Texas, Un...

Language

English

Device

Mobile

Audience

Users not in any audience

✓ Your ad is showing

For the keyword [jim adler] [REDACTED]

⚠ 3 of your extensions are not being shown.
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Preview of mobile search results

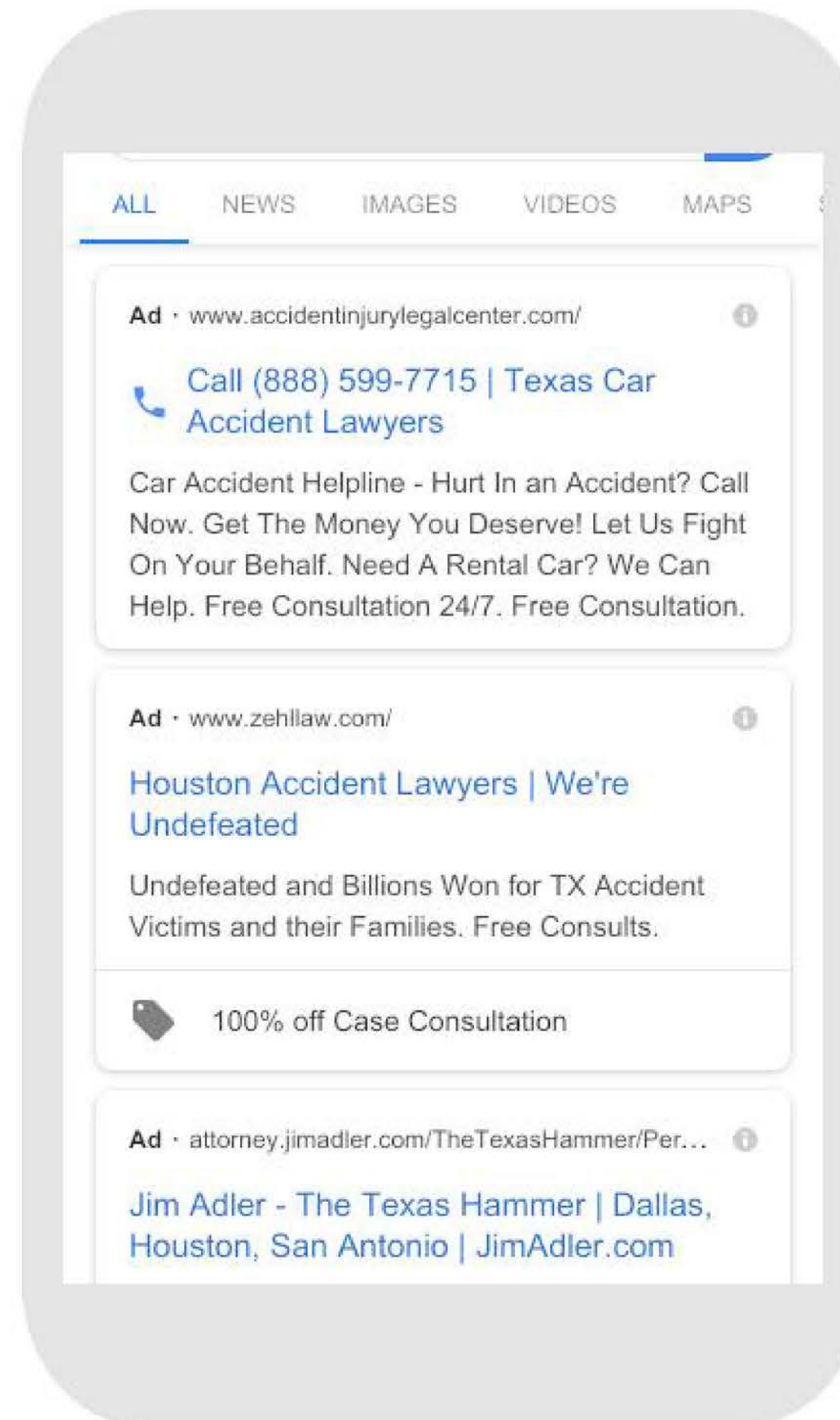


EXHIBIT 17

(To the Declaration of Diana Rausa)

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